

**CITY OF
LADUE**

Public Works

To: Honorable Mayor Nancy Spewak
Members of City Council

From: Anne Lamitola, PE *Anne C. Lamitola*
Director of Public Works & Building

Date: July 11, 2022

Subject: Department of Public Works & Building, Monthly Report for July 18, 2022 Meeting

UPDATE OF PUBLIC WORKS & BUILDING DEPARTMENT

Included in the packet are:

- Public Works Project Updates
- Building permit summary report
- Zoning & Planning Commission agenda for the 7-27-22 meeting
- Monthly Yard waste collection report

Committee meeting highlights for Department of Public Works:

- The Public Works Committee meets next on 7/27/22 at 8:15 am.
- Zoning & Planning Commission meets next on 7/27/22 to consider the request to extend the Special Use Permit for Rock Hill Quarry to continue operating a demolition landfill at 1200 N. Rock Hill Road for five years.
- ZBA will meet on 8/17/22 as the Board of Administrative Review regarding the granting of the SUP for the Small Wireless Facility on the ROW of McKnight Road adjacent to 1 Robin Hill and on the ROW of Lay Road adjacent to 35 Fair Oaks. They will also meet on 8/18/22 for their regular meeting and that agenda is still being prepared.
- BOSTA meets next on 8/23/22 at 7:30 am
- The Stormwater Advisory Committee (SWAC) will meet next on 9/29/22 at 8:00 am

MOTION TO EXTEND CONTRACT WITH HANSEN'S TREE, LAWN, AND LANDSCAPING SERVICES, INC. FOR THE LEAF TRANSFER AND BRUSH GRINDING SERVICES FOR THE CITY'S YARD WASTE PROGRAM

At the time the City discontinued producing mulch in 2017, the City of Ladue issued a Request For Proposal entitled, 'Leaf Transfer/Brush Grinding and Mulch Delivery Services' in order to identify and select a contractor to perform these services for the City. On June 30, 2017, the City-Contractor Agreement between the City of Ladue and Hansen's Tree, Lawn, and Landscaping Services, Inc. for the Leaf Transfer, Brush Grinding, and Mulch Delivery was executed after being approved by City Council at their June 19, 2017 meeting.

The contract was amended by City Council at their December 21, 2020 meeting by adopting Resolution 2020-32 which allowed for a two-year extension and also included provisions for an additional two-year extension at mutually agreeable negotiated rates if approved by motion by City Council on or before December 1, 2024.

Hansen's has submitted pricing at a rate of \$3.70 per cubic yard for leaf haul away and \$3.90 per cubic yard for brush grinding & haul away. These rates do represent an increase from the current rates but are still less than the rates submitted by the second lowest bidder in 2017. The City has been pleased with the quality of work and timeliness of Hansen's.

Included in this packet are the memorandum of recommendation from Public Works Superintendent Scot Bollinger, the amended contract, and the updated pricing sheet. A motion is required by City Council to extend the term of the contract to December 31, 2024 at the negotiated rates as authorized by the Amendment to the Contract approved via resolution 2020-32.

BUILDING DEPARTMENT & PUBLIC WORKS DEPARTMENT FACILITIES RENOVATION BUDGET UPDATE

At the April City Council meeting, Change Order One was ratified in the amount of \$42,823.41 and increased the day count by forty calendar days for a revised completion date of July 22, 2022. The contractor is still targeting July 22 for substantial completion although some work items are anticipated to remain at that time. With regard to the budget, Change Order Two will soon be issued to the contractor for several items including modification to the front entrance ramp at the Building Department for ADA compliance, upgrading the electrical lines in ceilings that have been replaced (as directed by St. Louis County Electrical inspector), concrete transition step required in Public Works building, a replacement door that was not included on the plans or door schedule, and a credit for installation of a smaller electrical heater in lieu of radiant heat in one bathroom. These items collectively will result in a change order that is approximately \$6000. An additional item that has come up has been the leaking in the old jail cells which are to be converted to storage areas. The outside of the building needs to be tuck pointed; however, the cost is \$9,726.83 to perform this work. The City could defer the work to 2023 but runs the risk of damaging the improvements in these storage areas which will be utilized by Ladue and St. Louis Garden Clubs. These prices are still being finalized and will be reported to City Council at the August City Council meeting for ratification. As reported at the April 2022 Council meeting, \$40,484.59 remained as available funds in the Capital Fund due to the deferment of the two-ton truck combined with the minor overrun of the leaf vacuum and Calendar Year 2022 receipt of the 1-ton truck which was authorized in 2021.

WILLOW HILL STORMWATER INFRASTRUCTURE PROJECT SUBDIVISION PAVEMENT REQUESTS

At the June City Council meeting, an increase in construction contingency was authorized. City Council also approved fifty per cent payment of the requested asphalt unit cost increase at an amount not to exceed \$10,000. Loren Woods resident Ms. Patricia McCandless addressed City Council regarding paving the remainder of the cul-de-sac on their lane which was not included as part of the City's contract for pavement restoration. Ms. McCandless also stated that the Lorenzo Lane residents would like for the City to pay for the road to be repaved from Ladue Road to the construction limits of the City's project. City Council asked that the residents submit written requests for their future consideration.

Included in this packet are the written requests recently received from Loren Woods, Lorenzo Lane, and Willow Hill trustees as well as aerial photographs depicting the subject

areas. The total cost of the pavement work in the three subdivisions outside of the City's construction limits is \$123,600. Additional information on their requests are as follows:

Subdivision	Description	Cost of area total	Request description
Loren Woods	cul-de-sac	\$9800	"partial reimbursement"
Lorenzo Ln	Ladue to construction zone	\$45,800	\$45,800
Willow Hill	50% of material cost inc.	\$7100	\$7100
Willow Hill	Ladue to construction zone and northern portion	\$68,000 *	"equitable approach" to Lorenzo Lance

**Total for Willow Hill includes the \$7100 material cost increase*

The condition of the pavement prior to construction for the three subdivisions varied but was generally poor when referencing the Paser Rating for asphalt pavement. Within the scope of work for both Loren Woods and Willow Hill, the City performed full-depth pavement restoration which was warranted after analysis of the pavement cores obtained during the design phase. Full-depth pavement restoration was also performed in the Willow Hill roadway that was outside of the City's scope area at the direction of the trustees. Full-depth pavement restoration is warranted when pavement is rating at a 2 on the Paser scale. All three subdivisions were asked about their pavement maintenance history. The Loren Woods subdivision stated in their letter that the pavement was last paved in the late 1990's and has had significant patching on four occasions since that time. The other two subdivisions did not provide the pavement maintenance information. Below are photos depicting the pre-construction condition of the roadways in the areas outside of the City's scope. For additional location information, please refer to the aerial photos contained in this packet.



Lorenzo near Ladue Road looking south



Lorenzo Road, looking south



Loren Woods cul-de-sac



Willow Hill near Ladue looking north



Willow Hill near Ladue looking south



Willow Hill, upper loop on north side of subdivision

Paser Ratings for <u>Paved</u> (Asphalt and Concrete) Roads	
Rating	Pavement Condition
1	FAILED – Needs total reconstruction.
2	VERY POOR – Severe deterioration. Needs reconstruction with extensive base repair.
3	POOR – Needs patching & major overlay or complete recycling.
4	FAIR – Significant aging and first signs of need for strengthening. Would benefit from recycling or overlay.
5	FAIR – Surface aging, sound structural condition. Needs sealcoat or nonstructural overlay.
6	GOOD – Shows sign of aging. Sound structural condition. Could extend with sealcoat.
7	GOOD – First signs of aging. Maintain with routine crack filling.
8	VERY GOOD – Recent sealcoat or new road mix. Little or no maintenance required.
9	EXCELLENT – Recent overlay, like new.
10	EXCELLENT – New Construction

It should also be noted that City Attorney Erin Seele has proposed a Settlement and Release agreement which would be signed by the subdivision and the City should the City elect to pay for some or all of the pavement work that is outside of the scope of work for the City's projects.

If you would like to discuss any Public Works or Building Department items on the City Council agenda, please contact me at (314) 993-5665 ext. 1301 or by e-mail at alamitola@cityofladue-mo.gov

**CITY OF
LADUE**

Public Works

To: Anne Lamitola
City of Ladue Public Works Director

6/27/2022

From: Scot Bollinger
City of Ladue Public Works Superintendent

Subject: Leaf and Brush Transfer Station Contract Extension

The current contract for the City's leaf and brush transfer station is set to expire at the end of this year but there is a two-year extension option. Hansen which is the City's current contractor has proposed a rate increase for the next two years which would carry us through the end of 2024. Please see the attached proposed labor rate increase which seems to be reasonable considering the current climate. There is also now an added \$125 fuel surcharge per mulch delivery however the City only uses Hansen for their brush grinding and leaf haul away services. This will however be added on to any residential deliveries.

	Current	Proposed
Leaf haul away cost	\$2.70 per yard	\$3.70 per yard
Brush grinding/haul away cost	\$2.90 per yard	\$3.90 per yard

Even with the proposed increase Hansen is still coming in lower than the second lowest bidder was five years ago. In 2017 St Louis Composting was proposing \$5.20 per yard for leaves and \$6.20 for the brush which is why we opted to go with Hansen. Hansen has been performing very well and I am recommending that they be awarded the two-year contract extension. Please see the following amendment which was executed on 12-21-2020 allowing the 2-year extension should the City choose to do so.

AMENDMENT TO CITY-CONTRACTOR AGREEMENT FOR
LEAF TRANSFER, BRUSH GRAINDING, MULCH DELIVERY

ORIGINALLY DATED JUNE 30, 2017

Between:

The City of Ladue

and

Hansen's Tree, Lawn, and Landscaping Service, Inc.

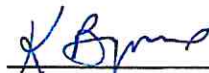
THE PARTIES AGREE AS FOLLOWS:

1. The term of the contract is extended through December 31, 2022.
2. This agreement can be further extended through December 31, 2024 upon mutually agreeable negotiated rates. This extension will only become effective if the Ladue City council approves the rates by motion for approval on or before December 1, 2024.
3. The price increases for January 1, 2021 through December 31, 2022 as outlined on Hansen's letter head are acceptable. The new effective rates are as follows:
 - a. Loading and hauling leaves: \$2.70 per cubic yard hauled out
 - b. Ladue Resident rates for Leaf Mulch
 - i. \$35.00 per cubic yard delivered (4 CY – 9 CY)
 - ii. \$25.00 per cubic yard delivered (10 CY are more)
 - c. Grinding and hauling brush: \$2.90 per cubic yard hauled out
4. The parties hereby reaffirm that all other provisions of the City-Contractor Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AMENDMENT TO BE EXECUTED AS OF THE DAY AND YEAR WRITTEN BELOW.

CONTRACTOR

CITY OF LADUE, MISSOURI




Signature

VP

Title

1-5-2021

Date



Signature, Mayor



Attested

12/21/2020

Date



104 Hansen Court
O'Fallon, MO 63366
Phone: 636-379-1830 Fax: 636-379-1866
www.hansenstree.com

City of Ladue
9345 Clayton Road
Ladue, MO 63124
314-993-5665

Price Increase for January 2023 - December 2024

Hereby authorize Hansen's Tree, Lawn, and Landscaping Services, Inc., to provide services according to the following terms, for the following fees:

1. Hansen's to supply all necessary equipment and labor to load and haul leaves, approximately 21,000 cubic yards annually, from the City's staging area located at 9810 South Forty Drive.

\$3.70 per cubic yard hauled out

2. Hansen's to deliver processed leaf mulch to the residents of Ladue, upon request.

A. \$35.00 per cubic yard delivered (Four (4) cubic yard minimum up to nine (9) cubic yards)

B. \$25.00 per cubic yard delivered (Over ten (10) cubic yards)

C. \$125.00 Delivery charge per delivery

3. Hansen's to supply all equipment and labor required to perform brush grinding and haul away services, of approximately 17,000 cubic yards annually, at the City's staging area located at 9810 South Forty Drive.

\$3.90 per cubic yard hauled out

Payment due within thirty (30) days of receipt.

Submitted by:

Ken Byrne
Certified Arborist
MW4461A

Customer _____

Date _____

**** Above agreement must be signed & returned prior to scheduling work****

According to the following terms and for the following fees and do hereby agree to payment in full upon completion, should customer fail to make full payment by date set forth, he or she shall be responsible for the cost of collection including the cost of attorney's fees. Any dispute shall be resolved in the State of Missouri, County of St. Charles.

**Trustees of Loren Woods
30 Loren Woods
Saint Louis , MO 63124**

July 7, 2022

Anne C. Lamitola, P.E.
Director of Public Works & Building Departments
City of Ladue, Missouri
9345 Clayton Road
St. Louis, MO 63124

Re: Loren Woods Cul de Sac
reimbursement request

Dear Anne,

The Trustees of Loren Woods are making a request for partial reimbursement of the expense associated with re paving the Cul de Sac. The primary reason for this request is due to the increased wear and tear due to the construction as well as overall appearance of the finished product. Through this process the neighborhood has endured a great deal of disruption and has accepted a less desirable look from an aesthetic point of view. The charm of the cobblestone lined street no longer exists and a more commercial look is the end result. This of course was accepted by the neighborhood for its' overall impact to the Stormwater Plan in the City of Ladue.

The Loren Woods Subdivision was milled and overlayed in the late nineties by Maplewood Construction. Subsequent to the mill and overlay there has been significant patching work performed by the subdivision in 2010, 2013, 2015 and 2020 in order to maintain the integrity of the roadbed. This work has primarily been performed by Halloran and Fontana Contracting and addressed on an as needed basis.

The Subdivision has now taken on the responsibility of the concrete curbs, which was previously an expense of the individual property owner for the installation and maintenance of the cobblestones. Given the narrow width of Loren Woods, the subdivision anticipates the need establish a fund to repair the concrete curbing when it becomes damaged by trucks and trailers a new expense to the subdivision.

The Trustees of the Loren Woods Subdivision have entered into a contract to repave the Cul de Sac with E-Meier Construction (previously submitted) for a contracted amount of \$9800. We are requesting financial assistance from the City's Stormwater Fund to reimburse a percentage of this amount. This was not an anticipated expense to the subdivision when the project was originally presented.

Loren Woods Subdivision

July 7, 2022

Pg.2

Anne, on behalf of the Trustees I would like to thank you and Amanda Griffin for the guidance provided throughout this project which I know at times has been frustrating. I would also like to thank the Ladue City Council for consideration of this request for reimbursement.

Should you have any questions or need additional information, please do not hesitate to reach out.

Trustees of Loren Woods Subdivision

Jim

James H. Howe IV

Trustee

314-566-1986



E. MEIER CONTRACTING
CONCRETE & ASPHALT

Commercial • Residential
(636) 300-0908 Fax (636) 300-0907

Loren Woods
Attn: Jim Howe

June 9, 2022

Re: Asphalt Paving

E. Meier Contracting, Inc. will furnish all labor, equipment, materials, and insurance necessary to complete this work in a satisfactory manner

- 1) Over approx. 370 sq. yds. (Cul-de-sac), rotomill existing pavement to a depth of 2". Haul all debris off site.
- 2) Construct a 2" thick asphalt surface course over milled area and compact.
- 3) Apply a tack coat prior to paving.

For this work, the cost will be..... **\$9,800.00**

PROPOSAL DOES NOT INCLUDE: phasing, bonds, fees, testing of any kind, repairs to existing pavement, prime coat, asphalt sealing, any kind of traffic control, any type of bollard, engineering or surveying, utility trench patching, utility relocation, restoration of disturbed landscaping, seed or sod, sawcutting and excavation.

Proposal is valid until June 30, 2022 and may be subject to material price increase after that date.

OUR BID DOES NOT INCLUDE FIRM MATERIAL PRICING

Chuck Pudiwitr
Project Manager
Cell 636-262-0217

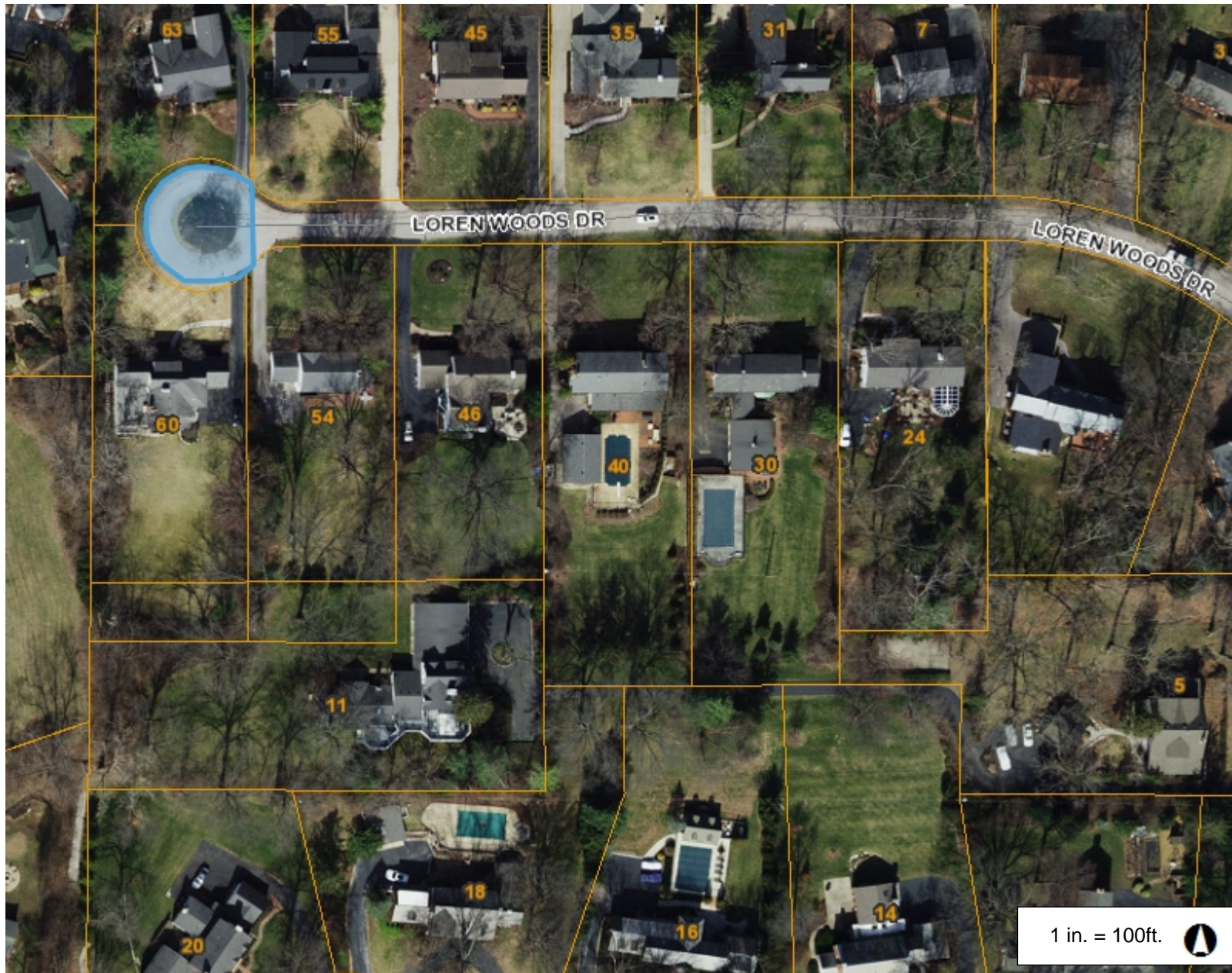
Accepted By: _____
Title: _____

E. Meier Contracting will not be responsible for ponding if slope is less than 2%.

860 Westwood Industrial Court • Weldon Spring, MO 63304

Concrete Flatwork & Asphalt Patching • New Construction • Repair • Maintenance

Loren Woods cul-de-sac



Legend

Streets 1.2K

- Private
- Secondary
- Major Road
- State Highway
- US Highway
- Interstate Highway
- Railroad
- Highway Ramp

Parcel Address

- Parcel Data

Notes

Portion in blue is outside of City pavement rehabilitation limits

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Lorenzo Road Association

To: Ladue City Council

From: Lorenzo Road Association, Trustee Christopher M. Bade

Re: Requesting Full Payment For Paving

Ladue City Council,

I am writing as the trustee representing the Lorenzo Road Association to request full payment in order to pave the rest of Lorenzo Road that was excluded from the Willow Hill storm water project. I first made this request in email form on May 13th, 2020 to Pete Merten as I stated that the road would sustain heavy traffic, wear and tear and therefore should be considered a part of the overall project given it is the sole entry point to access the primary work areas. As we sit here two years later, that is exactly what has occurred. The Willow Hill project has been all encompassing and has spilled onto the entirety of our road. This has required the overnight parking of dump trucks/heavy equipment, trailers, automobiles of workers on top of the interruption of resident's day to day flow of their lives. The other aspect that must be recognized is that the Lorenzo Road Association consists of the residents of Loren Woods, Lorenzo Lane and two residents on Ladue Road. The benefits of this project accrue to those who live in Willow Hill. Our collective Association has remained "good sports" and worked in a friendly and neighborly manner with one another during this process. To exclude the remaining pavement from the project from the start has always struck me as peculiar and rather short sighted as well as a way to save a buck. This dynamic will pit neighbor versus neighbor as assessing people to pave the road when they have had nothing to do with this project, nor its associated benefits, will cause a fight and ill will that is completely avoidable. I was asked to provide pavement maintenance data, but I have no such records in the materials I was given since accepting this position two years ago. In my tenure in the lane, besides sealing and patch work for potholes, there has not been any other milling or overlaying conducted to my knowledge. Additionally, nothing was worth pursuing or upgrading as the stress of the work loomed large. Why fix or make something nice when it would most certainly be undone? The conclusion is that for a project of this magnitude and I should say that was sold as one of minor inconvenience for those not near the work zones, the right and just thing to do is to include the remaining paving funding. This would end this chapter on a favorable note and make the day to day frustrations a fading memory. I am happy to speak in person or via a phone call (415-572-6638) at anytime to further elaborate on this request. Thank you for your consideration and I look forward to hearing from you.

Best,



Christopher M. Bade

Trustee, Lorenzo Road Association

Proposal

Fontana Contracting, Inc

635 E. Elliott Ave., Kirkwood, MO 63122

Ph: 314-965-4745 Fax: 314-965-3305

fontanapaving@sbcglobal.net

220365

Date: June 14, 2022

Submitted To: Trustees of Lorenzo Drive
c/o Craig Mayer

Phone:

Cell:

Address:

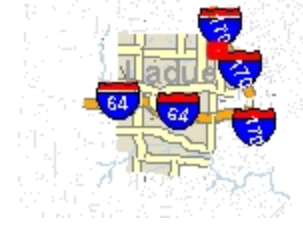
Fax:

City, State, Zip: St. Louis MO

E-Mail:

Job Name:		Terms:	Payment Due Upon Completion
Job Location:		Credit/ Debit card payment are subject to 3% service charge	
Job Description We hereby submit specifications and estimates for:			*Total:
Rotomill existing asphalt surface to be replaced, approx. 1700 sq. yards, to a depth of 2-2.5 inches. Haul debris from job site. Clean milled surface with brooms and blowers. Apply SS1 tack coat. Wedge low and uneven areas with hot mix asphalt compacted to an even contour. Install commercial mix asphalt overlay compacted to 2 inches in thickness. Prime and sand seal edges where new asphalt meets existing.			\$45,800.00
Permits and Permit Fees, if required, are the responsibility of home owner. Additional \$150.00 above cost of city fees for Fontana Contracting to obtain permit.			
Notice to Owner: Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract pursuant to chapter 429 RSMO. To avoid this result, you may ask this contractor for lien waivers from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.			
*Above pricing based on current material cost, good for 15 days. Price is subject to change based on actual material cost when work is performed.			
All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.		Authorized Signature	J. Fontana
Acceptance of Proposal-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.		Signature	
Date of Acceptance:		Signature	

Lorenzo Lane pavement



Legend

Streets 2.4K

- Private
- Secondary
- Major Road
- State Highway
- US Highway
- Interstate Highway
- Railroad
- Highway Ramp

Parcel Address

- Parcel Data

Notes

Portion in blue is outside of City pavement rehabilitation limits and part of request

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

July 10, 2022

To: Ladue Stormwater Committee

From: Trustees of Willow Hill Road

Re: Willow Hill Road Re-pavement Cost Overruns and Request for Funding

Thank you in advance to hearing our concerns.

The Project Team members and the Willow Hill residents have known all along that the Willow Hill residents were going to resurface its portion of the road (the front portion and the back portion) when the City replaced the middle portion that was dug out during the project. Several issues have led to cost concerns on our part.

Asphalt Price Increases

The Trustees obtained a Quote from Emeier in August 2021; see attached. It was for \$41,400 and was valid through the end of September 2021. Due to construction issues and project errors the construction itself went into 2022. When it looked like road work may start we obtained an updated quote and ultimately signed a contract on April 26, 2022 for \$52,200. The increase was attributable to increases in asphalt prices. The work was performed at the end of June, and Emeier is trying to add on another \$3,400 bringing the base road replacement to \$55,600, or \$14,200 more than our initial quote (Emeier communicated the \$3,400 increase in an email; we have not seen a final invoice).

When the project started we were told there was a chance it could be completed by November. That did not happen and as a result it's arguable we incurred higher costs. We understand contingencies happen, but do not feel we should bear all the burden. We are asking to split the increase 50:50 for a funding total of \$7,100.

Front Road Replacement/Heavy Equipment Traffic/Equitable Approach relative to Lorenzo Residents

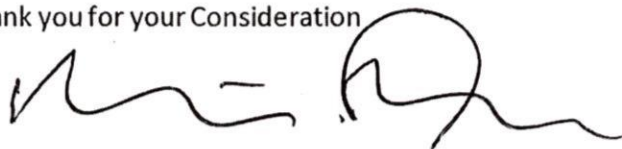
When the project started we asked what happens if all of the heavy equipment trucks going in and out of the neighborhood further damage the WHR portion of the road which then leads to higher resurfacing costs. When the road was milled several soft-soil spots were exposed in the back in areas that had a consistent flow of heavy trucks. How much of that was already there and how much the issue was exasperated by the truck flow is debatable. Nevertheless it cost us \$15,800 to fix it (see final Emeier quote).

We have further learned that the Lorenzo Lane residents are asking the City to resurface the front of their neighborhood.

We want to be reasonable here but also feel very strongly that we should be treated the same as Lorenzo Lane. If they get funding for their portion of the road outside the construction zone then we should receive

funding; if they get \$0 we are willing to accept that as well. We are simply asking for an equitable approach.

Thank you for your Consideration

A handwritten signature in black ink, appearing to read "Matt Coughlin". The signature is fluid and cursive, with a large, prominent loop at the end.

Matt Coughlin

Fred Stivers

A handwritten signature in black ink, appearing to read "Mark Malone". The signature is written in a cursive style with a distinct, slightly slanted capital 'M'.

Mark Malone



E. MEIER CONTRACTING
CONCRETE & ASPHALT

Commercial • Residential
(636) 300-0908 Fax (636) 300-0907

Willow Hill
Attn: Matt Cobaugh

June 21, 2022

Re: Asphalt Paving/Revised

REVISED QUOTE

E. Meier Contracting, Inc. will furnish all labor, equipment, materials, and insurance necessary to complete this work in a satisfactory manner.

- 1) Rotomill approximately 3,045 Sq Yds. as needed. Haul all millings offsite. (Base cost)
- 2) Construct a 2" thick asphalt surface course over milled areas and compact. (Base cost)
- 3) Apply a tackcoat prior to paving. (Base cost)
- 4) Install new traffic light loop in asphalt pavement. (Base cost)
- 5) 64 Sq Yds., 12" excavation, 8" rock base and 4" asphalt base binder course. (Extra #1)
- 6) Approximately 850 Sq Yds., asphalt wedging. (Extra #1)

For this work (Base), the cost will be..... \$52,200.00

Extra #1..... \$15,800.00

Asphalt price increase to Base portion of approximately 340 tons @ \$10.00 per ton

PROPOSAL DOES NOT INCLUDE: phasing, bonds, fees, testing of any kind, repairs to existing pavement, asphalt sealing, tack coat, permits, any kind of traffic control, any type of bollard, engineering or surveying, utility trench patching, utility relocation, restoration of disturbed landscaping, seed or sod, sawcutting and excavation.

Proposal is valid until June 30, 2022 and may be subject to material price increase after that date.

OUR BID DOES NOT INCLUDE FIRM MATERIAL PRICING

Chuck Pudiwitr
Project Manager
Cell 636-262-0217

Accepted By: _____

Title: _____

WAR TRUSTEE

E. Meier Contracting will not be responsible for ponding if slope is less than 2%.

860 Westwood Industrial Court • Weldon Spring, MO 63304

Concrete Flatwork & Asphalt Patching • New Construction • Repair • Maintenance



AGREEMENT

The Unit Rates applicable to the categories of work to be performed pursuant to this Agreement are based on the following material costs and published indexes as of the date of this proposal.

Purchaser acknowledges that if the above-listed items increase by the date all work under the contract is completed, the Unit Rates applicable to the categories of work to be performed under the Proposal shall be adjusted. The adjusted Unit Rates shall be committed and paid by purchaser as though a written change order were approved and signed by both parties.

E. Meier Contracting, Inc. proposes to furnish material and labor to perform the work outlined herein for the sum of:

FIFTY-TWO THOUSAND, TWO HUNDRED DOLLARS AND ZERO CENTS (\$52,200.00)

- **Payment is to be made as follows: • 30 days after date of completion**
- This proposal is valid for thirty (30) days from the date written above.
- This proposal is subject to material changes in price.
- The proposal is subject to the terms and conditions enclosed, attached and/or on the backside of the proposal.

This proposal contains confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone to arrange for return of the original documents to us.

Please visit our website www.emeier.com to view photos of our quality work.

Sincerely,

E. Meier Contracting, Inc., Chuck Pudiwitr
Cell: (636) 262-0217
cpudiwitr@emeier.com

Accepted: The above proposed terms and conditions, including price and payment terms are satisfactory and hereby accepted. **E. Meier Contracting, Inc.** is hereby authorized to proceed with the work specified.

Purchaser: _____

Title: _____

TRUSTEE - PRESIDENT

Printed Name: _____

MATT COBAUGH

Date: _____

04.26.22



PROPOSAL

ASPHALT MILL & PAVE

- Rotomill 3,045 sq. yds. as needed. Haul all debris off site
- Construct a 2" thick asphalt surface course over milled areas and compact.
- Apply a tack coat prior to paving.
- Install new traffic light loop in asphalt pavement.
- After rotomilling inspect sunken areas and determine further work if needed. (this work to be done on a T&M basis if needed)
- This contract includes 2 mobilizations. (if the project can be done in 1 mob the credit will be \$6,500.00)

Price: \$52,200.00

TOTAL PRICE OF THIS PROPOSAL AS PRESENTED:

\$52,200.00

TERMS & CONDITIONS

- These Terms and Conditions are by and between E. Meier Contracting, Inc. (hereinafter the "Contractor"), and the front-side "Purchaser", (hereinafter the "Purchaser").
- All stone, asphalt, and concrete depths indicated are to be interpreted as average depths prior to compaction. Actual Asphalt Repair depth regardless of depth specified on the front will only go to the stone base or specified depth whichever is less. Drainage is not guaranteed on areas having less than 2% grade.
- If contract is cancelled by Purchaser prior to commencement of work, Purchaser will pay Contractor twenty percent (20%) of total contract price.
- Unit prices, if specified, shall apply to all extra work performed beyond the original scope, if such work can be performed at the same time Contractor is working at the site on original items of work. Contractor reserves the right to renegotiate the terms and conditions, including price if it must move any equipment back to the site to perform additional work. Contractor will be under no obligation to perform any extra work.
- All proposals are based on the existence of workable sub-base layer of at least four (4) inches. It shall not be Contractor's responsibility to check sub-base unless it is specified and paid for in the contract. Contractor shall not be responsible for consequences of sub-base deficiency or failures, including but not limited to damages or inability to perform work due to poor compaction, underground springs, buried materials, grade failures, etc.
- Each phase of work will be billed upon completion of that phase. Purchaser agrees to pay all invoices within 15 days of the invoice date. All amounts unpaid by the due date shall bear interest at the rate of 1.5% per month until paid. If full payment (including aforementioned late charges) has not been received by Contractor within 45 days of substantial completion, all of Purchaser's warranty rights hereunder will be forfeited and automatically become void and Contractor shall be excused from further performance of work under this proposal, or any other contract with Purchaser and all amounts then due and owing, including retainage, shall become immediately payable.
- The pricing contained herein is based on all work being completed within 30 days of the date of this proposal unless otherwise agreed in writing. The terms for doing any work after this date may, at Contractor's option, be renegotiated between Contractor and Purchaser. To the extent Contractor has performed any work within 30 days of the date of this proposal, Contractor shall be compensated for all such work under the terms and conditions and including price as set forth in this proposal, including retainage, together with any costs incurred as a result of Purchaser's delay in completion of the work. Purchaser agrees to compensate Contractor for ALL reasonable costs (and associated overhead and profit) for delays incurred completing the work.
- Purchaser shall not prematurely subject the work to any type of traffic; loads in excess of the design capacity before proper cure, or in a manner which may damage the work. Contractor is not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete/asphalt.
- Although contractor will endeavor to cooperate fully with the progress of the work, it reserves the right to delay the start of work until the entire area of the job is ready to be poured, paved or sealed. Unless otherwise noted, the total price is based on one move-in and complete access to work areas at the time of move-in. Purchaser agrees to pay Contractor \$2,500.00 for each additional move-in. The removal of vehicles from the work site is the sole responsibility of the Purchaser. Damage to vehicles left on the work site is the responsibility of the Purchaser. Contractor is not responsible for crackfill that adheres to tires. Contractor is not responsible for overspray on vehicles, curb and gutter, and all structures within 50 feet of the edge of parking lot and or area being sealed or treated.
- Contractor shall not be bound to any construction schedules unless agreed to in writing by Contractor. If no schedule is established, Contractor will undertake the work in the course of its normal operating schedule.
- Purchaser to ensure all existing surfaces shall be in a condition suitable to receive any work to be performed by Contractor. Purchaser shall provide potable water and electrical source at no expense to Contractor. Contractor is not responsible for tire marks on asphalt and or concrete. Contractor is not responsible for damage to landscaping and sidewalks due to required access by trucks and or equipment. Contractor is not responsible for damage to existing asphalt pavement due to weak, unstable, non-compacted or wet subbase materials. Contractor is not responsible for damage to surrounding concrete due to vibration of jackhammers and equipment.
- To the extent that the work is dependent upon work of other contractors or subcontractors, Contractor shall not assume responsibility for any defect, deficiency, or non-compliance in such other work.
- Purchaser is responsible for getting all "private" (non-public) utilities, including wells and septic system elements, underground sprinklers systems, electrical wiring, etc marked by an independent utility locator prior to the commencement of work. All specifications and the work estimate are conditioned on all private utilities not being disturbed or changed by modifications needed to accommodate private utilities not disclosed to Contractor previously. Any damage caused to private lines during construction is the sole responsibility of Purchaser unless previously marked by independent utility locator. Purchaser is responsible for all damage to existing structures and facilities, including underground facilities, caused by equipment necessary to carry out the work.
- Contractor will not be responsible for construction or material failures or delays in construction caused by any factor beyond its control, including, but not limited to, delays or failures caused by weather, acts of God, delays in transportation, acts of suppliers and subcontractors, acts of the Purchaser, Owner or its separate contractors, fuel or raw material shortages, plant failures, or any other cause beyond its control.
- Unless stated in writing on this proposal, all engineering and testing, subgrade stabilization (undercut), excavation, utilities, adjustment of underground facilities, manholes, water valves, or underground structures, striping, landscaping, permits, bonds, government approvals, damage to existing asphalt and concrete and landscaping shall be Purchaser's sole responsibility. Purchaser agrees to indemnify, protect, and hold Contractor harmless from any and all damages, expenses and attorneys fees suffered or incurred on account of Purchaser's breach of any obligation or covenant of this proposal.
- Unless stated in writing on this proposal, there shall be no warranties, express or implied, in connection with any material or service furnished under this proposal. All consequential damages are excluded.
- In the event that Contractor retains an attorney to recover any amount due under this agreement, the Purchaser agrees to pay all attorney fees, court costs and costs of collection incurred by Contractor.
- Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchaser's failure to inspect job site as above will signify acceptance of work performed by Contractor and agreement to pay the bill in full within fifteen (15) days.



E. MEIER CONTRACTING
CONCRETE & ASPHALT

Commercial • Residential
(636) 300-0908 Fax (636) 300-0907

Willow Hill
Attn: Matt Cobaugh

August 25, 2021

Re: Asphalt Paving

E. Meier Contracting, Inc. will furnish all labor, equipment, materials, and insurance necessary to complete this work in a satisfactory manner

- 1) Rotomill approx. 3,045 sq. yds. as needed. Haul all millings off site.
- 2) Construct a 2" thick asphalt surface course over milled areas and compact.
- 3) Apply a tack coat prior to paving.

For this work, the cost will be..... **\$41,400.00**

PROPOSAL DOES NOT INCLUDE: phasing, bonds, fees, testing of any kind, prime coat, asphalt sealing, any type of bollard, engineering or surveying, utility trench patching, utility relocation, restoration of disturbed landscaping, seed or sod, sawcutting and excavation.

Proposal is valid until September 30, 2021 and may be subject to material price increase after that date.

OUR BID DOES NOT INCLUDE FIRM MATERIAL PRICING

Chuck Pudiwitr
Project Manager
Cell 636-262-0217

Accepted By: _____

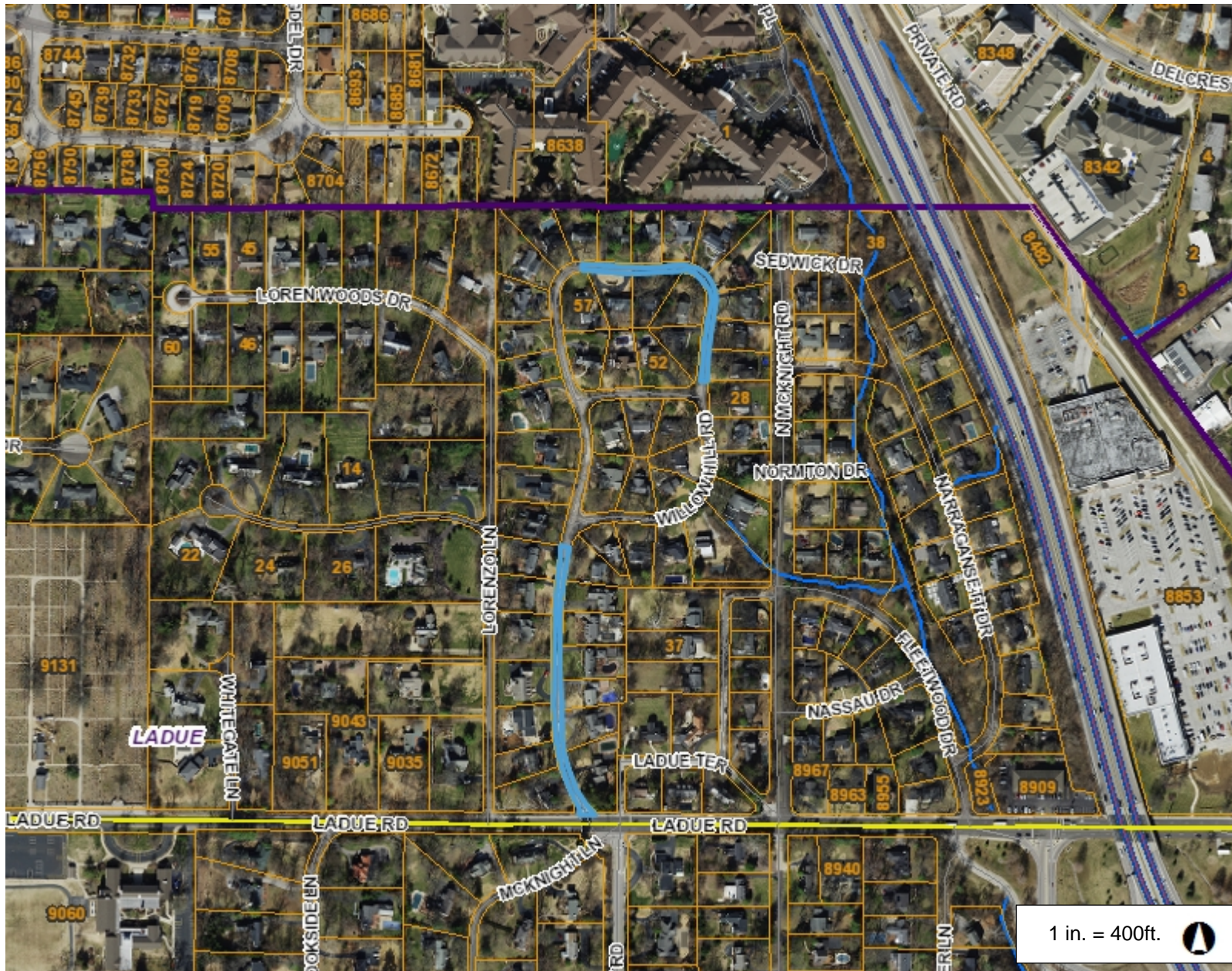
Title: _____

E. Meier Contracting will not be responsible for ponding if slope is less than 2%.

860 Westwood Industrial Court • Weldon Spring, MO 63304

Concrete Flatwork & Asphalt Patching • New Construction • Repair • Maintenance

Willow Hill pavement request



1 in. = 400ft.



Legend

Streets 4.8K

- Private
- Secondary
- Major Road
- State Highway
- US Highway
- Interstate Highway
- Railroad
- Highway Ramp

Parcel Address

- Parcel Data

Notes

Portion in blue is outside of City pavement rehabilitation limits and part of request

800.0 0 400.00 800.0 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Lorenzo Dr

Lorenzo Dr

54 Willow Hill Rd

Willow Hill Rd

Willow Hill Rd

Willow Hill Rd

McKnight Rd

McKnight Rd

Ladue Terrace

Ladue Terrace

Ladue Rd

Ladue Rd

Fleetwood Dr

PUBLIC WORKS PROJECT UPDATES – 7/11/2022

Stormwater Management Program (SWMP) – Implementation Plan Project Updates For more information, visit the Public Works page: <https://www.cityofladue-mo.gov/departments/public-works-department-214>

Willow Hill – Reroute Along Road (infrastructure), HR Green – Construction phase: 6/1/2021 – August 2022

Scope of work: 3039 linear feet of pipe sewers, including a portion of pipe-in-tunnel, and roadway and landscape restoration to be constructed in the Willow Hill, Lorenzo Lane, and Loren Wood subdivisions. The design phase began in Summer 2018. The design phase was completed in Spring 2021 and bids were opened on May 6, 2021. The City Council awarded the construction contract to Bi-State Utilities at their May 17, 2021 meeting. The preconstruction meeting was held on 5/19/21. Utility relocation work was completed in Fall 2021. All of the mainline sewer pipe has been installed in both the Willow Hill and Loren Woods subdivisions, all concrete curbs and gutter have been installed, pavement work has been completed in Willow Hill and is in the process of being completed in Loren Woods. Backfill and grading is in process and landscape installation will occur after pavement placement and in cooler weather. The contract allows for 365 days for the construction phase although unforeseen conditions have extended the completion date to mid-summer 2022. HR Green serves as the City's construction administrator for the project. The City's project manager is Amanda Griffin; agriffin@cityofladue-mo.gov

Robin Hill Lane/McKnight Lane Bank Stabilization, Intuition & Logic –Construction phase: Summer 2021 – Summer 2022

Scope of work: 840 lineal feet of storm channel renovation that includes bank stabilization, a triple box culvert, retaining walls, storm sewer adjustments, replacement of approximately 107 lineal feet of 18-inch diameter sanitary sewer to be installed in a casing, a prefabricated pedestrian bridge, landscape restoration, and appurtenances to be constructed in the Brookside, McKnight Lane, and Robin Hill Subdivisions

The design phase began in Summer 2018. The preliminary plans were approved, then the required easements were obtained. The bid package was issued on March 1, 2021 with bids due on 4/15/21. The contract was awarded to low bidder Gershenson Construction. The project is substantially completed; the contractor has completed installation of the pedestrian bridge, installation of the triple box culvert on Brookside Lane, channel grading, installation of the Redi-Rock walls, installation of the masonry parapet wall, pavement restoration, and landscape installation. Remaining work items include staining of the exposed plain concrete and punch list work which is anticipated to be completed later this month. The City's project manager is Mark Koester; mkoester@cityofladue-mo.gov

Deerfield/Wakefield storm sewer improvements, HR Green – Preliminary Design for Phase I is nearing Completion with Easement Acquisition to start Summer 2021

The design phase began on 7/23/18. Preliminary design is complete, and the next phase is ROW acquisition which can occur after MSD approves the easements. This project will be constructed in two phases over the next ten years with the project consisting of an underground and above ground detention basin to be constructed in the low point on Deerfield, as well as piped connections to the basin from the west, north, and east. The City has begun to acquire the necessary easements for Phase I in Winter/Spring 2022. Two neighbors meetings have been held in the last year and the next public meeting will be held in August 2022. The City's project manager is Amanda Griffin; agriffin@cityofladue-mo.gov

ADA Sidewalk Improvements – Clayton Road

The City continues with the implementation phase of the ADA transition plan which identified both sidewalk and facility improvements that need modification to work toward ADA compliance. Clayton Road sidewalk improvements have been the highest priority for the City and the following provides a summary of the multi-phased project to date:

- Phase I: Business District between I-64 and Conway Road; construction completed Summer 2019 by Spencer Contracting
- Phase II: Warson to Eversdale; construction completed Spring 2020 by SBC Construction
- Phase III: Eversdale to Lindbergh; construction completed Spring 2021 by SBC Construction
- Phases IV; Louwen to McKnight, design in 2021, construction 2022. Bids were received on 3/17/22 and were over budget. City awarded the project for construction at their June 20, 2022 meeting. Construction will take place August – December 2022.
- Phases V – VI; McKnight to Price Road; design in 2023 and construction in 2024

The City's Project Manager is Anne Lamitola, alamitola@cityofladue-mo.gov

Dielman Road Improvements (80% Federally Funded for ROW & Construction)

The City applied for Federal Funds for Dielman Road Improvements in February 2019 and learned that the application was successful. The City executed a program agreement with MoDOT, then hired CMT to perform the engineering for the project after following a Qualifications Based Selection process. City Council approved the engineering contract with CMT at their April 27, 2020 meeting and design has been underway since that time. Dielman Road is one of two remaining roads identified for sidewalks in the 2012 Sidewalk Implementation Plan. Six-foot-wide sidewalks will be installed on the west side of Dielman between Ladue Road and the northern municipal boundary near Tamarack. Improvements to the pavement will also be part of the project. The sidewalk will connect to sidewalks that have been installed in Olivette on Dielman Road. Federal Funding will pay for 80% of the right-of-way and construction costs. The design phase began with survey in Summer 2020, environmental clearances were obtained in March 2021, and preliminary plans have been prepared and were submitted to MoDOT on March 31, 2021. The well attended public meeting was held on July 13, 2021 at 4:00 pm. The right-of-way plans were submitted in September 2021 to MoDOT for approval and have been approved. At the December 2021 City Council meeting, the agreement for easement acquisition with OR Colan was approved. Easement acquisition is in process and there are twelve properties with easements. Construction is scheduled for 2023. The City's Project Manager is Anne Lamitola, alamitola@cityofladue-mo.gov

Deer Creek Preserve; formerly known as Edie's Mulch Site

The City applied for and obtained a Municipal Park Planning Grant to develop a master plan for the 12.5-acre site which is currently being utilized as a transfer station for the City's leaf and mulch program on approximately 3 acres of the site. Public meetings were held in 2019 along with a community input survey and a Master plan was adopted by City Council in September 2019. The master plan for the property includes a trail and a small parking area as priority amenities. The property is located off S. 40 Drive and is along the Deer Creek corridor. The property is currently being impacted by MSD's Deer Creek Sanitary relief sewer project which will be under construction through May 2022.

The City applied for and was successful in obtaining funding through the Municipal League to begin development of the priority amenities. The City entered into an agreement with the Grant Commission in December 2021 and also entered into a design contract with SWT for the project

design. The survey phase has been completed and preliminary design has begun. Construction implementation will take place in Calendar Years 2023. The City's Project Manager is Anne Lamitola, alamitola@cityofladue-mo.gov

Rodes Park – Master Plan

The City obtained a Municipal Park Planning Grant to develop a master plan for the park located at the corner of Ladue and Warson Road. The planning grant process included public meetings to obtain feedback about the park which were held on 1/28/21 & 2/25/21, and a survey was issued that over 300 people submitted. The Master Plan, which was adopted by resolution on April 26, 2021 by City Council, made recommendations for plantings, access & parking, a perimeter walk path. The City will begin design in 2022 of the streambank stabilization and pedestrian bridge.

Public Works In-house Maintenance Programs

- Brush Collection (monthly: March – October plus Christmas tree pick-up in January)
- Leaf Collection (Fall Collection: late October through early January & Spring Collection: April)
- Parks & Grounds (Rodes Park, planters, municipal campus, Beautify Ladue landscape maintenance, Deer Creek Preserve, Centennial Trail)
- Pavement and Sidewalk Maintenance (crack sealing, pothole patching, larger pavement patching, sidewalk removal & replacement, snow, and ice removal)
- Bridge & Culvert Maintenance
- Vegetation Management on City Right-of-Way (mowing, trimming, honeysuckle management, tree trimming and removal)
- Vegetation Management on State Right-of-Way (City contracts with Munie for mowing of numerous locations on State ROW)
- Fleet & Building Maintenance

The City's primary contact for in-house maintenance is Scot Bollinger, sbollinger@cityofladue-mo.gov

YARD WASTE REPORT: CITY OF LADUE DEPARTMENT OF PUBLIC WORKS - JANUARY-DECEMBER 2019-2022

INCOMING													OUTGOING							
MONTH	XMAS TREES 2019	XMAS TREES 2020	XMAS TREES 2021	XMAS TREES 2022	BRUSH 2019	BRUSH 2020	BRUSH 2021	BRUSH 2022	LEAVES 2019	LEAVES 2020	LEAVES 2021	LEAVES 2022	GROUND BRUSH HAULED OFF 2019	GROUND BRUSH HAULED OFF 2020	GROUND BRUSH HAULED OFF 2021	GROUND BRUSH HAULED OFF 2022	LEAF MATERIAL HAULED OFF 2019	LEAF MATERIAL HAULED OFF 2020	LEAF MATERIAL HAULED OFF 2021	LEAF MATERIAL HAULED OFF 2022
JANUARY	648	764	544	670	0	0	0	0	3408	4160	880	2624	0	0	0	0	0	0	4220	3000
FEBRUARY	0	0	7	0	0	0	0	0	376	0	0	0	0	0	0	0	4150	0	0	0
MARCH	0	0	0	0	1720	2310	1940	3664	0	0	0	0	0	0	0	0	0	4440	0	1540
APRIL	0	0	0	0	1790	2680	1780	1680	528	208	160	144	0	0	0	0	0	0	0	0
MAY	0	0	0	0	1650	3140	1170	1560	0	0	0	0	0	0	0	0	0	0	0	0
JUNE	0	0	0	0	1800	1900	1820	2300	0	0	0	0	0	0	0	0	0	0	0	0
JULY	0	0	0	0	1460	1930	7910		0	0	0		0	0	0		0	0	0	
AUGUST	0	0	0	0	1760	2130	1540		0	0	0		0	0	0		0	0	0	
SEPTEMBER	0	0	0	0	1790	2650	4410		0	0	0		0	0	0		0	0	0	
OCTOBER	0	0	0	0	70	1350	1370		368	1840	80		0	0	0		0	0	0	
NOVEMBER	0	0	0	0	0	0	0		5032	6672	3280		5430	4590	6000		0	0	0	
DECEMBER	0	0	0		0	0	0		8136	9392	8544		0	5120	0		10580	10100	14170	
TOTALS	648	764	551	670	12040	18090	21940	9204	17848	22272	12944	2768	5430	9710	6000	0	14730	14540	18390	4540

* amounts given are in cubic yards



**THE ZONING AND PLANNING COMMISSION
CITY COUNCIL CHAMBERS AND VIA ZOOM
CITY OF LADUE, ST. LOUIS COUNTY, MISSOURI
WEDNESDAY, JULY 27, 2022, 4:00 P.M.**

Join Zoom Meeting

<https://us02web.zoom.us/j/82031148033>

Meeting ID: 820 3114 8033

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Chairman McPherson D. Moore to preside and call the meeting to order.

A. Approval and Adoption of the Agenda.

B. Approval of the minutes from the meeting on June 28, 2022.

C. Public Forum.

D. Items for Consideration:

ZPC 22-11 Request to extend the existing Special Use Permit for Rock Hill Quarries to continue to operate a demolition landfill at 1200 N. Rock Hill Road for an additional 5 years. Property is located in the H Industrial Zoning District.

Review pending Zoning & Planning Commission docket log.

Adjournment: Set next meeting date – August 24, 2022

Pursuant to Section 610.022 RSMO., the Planning and Zoning Commission could vote to close the public meeting and move to executive session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under section 610.021 (1) RSMO.

Posted Date:

Time: 10:00 am

By: SD

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 "ADA", the City of Ladue, will not discriminate against qualified individuals on the basis of disability in its services, programs, or activities. If you require an accommodation or modification please contact Stacey Mann, City Clerk, (314) 993-3439, smann@cityofladue-mo.gov as soon as possible but no later than 48 ho